

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 23	
2. Contract (Proc. Inst. Ident) No. DAAE07-03-C-L085		3. Effective Date 2003MAR10		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM AMSTA-AQ-ABGD PAUL VESELENAK (586)574-7632 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: VESELENP@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A P.O. BOX 11427 PHILADELPHIA, PA 19111-0427 SCD C PAS NONE ADP PT SC1012		Code S3915A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) ARCCA INC. P.O. BOX 78 2288 SECOND STREET PIKE PENNS PARK, PA 18943-0078 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)			Item 12
Code 0ENB0		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 21 32040000036D7675P665502255Y S20113 W56HZV			
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity		15D. Unit	15E. Unit Price	15F. Amount
			KIND OF CONTRACT: Supply Contracts and Priced Orders				
15G. Total Amount Of Contract						\$60,714.47	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	19
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	23
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	10		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	11				
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X	H	Special Contract Requirements	14		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003MAR10	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L085 MOD/AMD	Page 2 of 23
Name of Offeror or Contractor: ARCCA INC.		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: ARCCA INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS									
0001	<div>SERVICES LINE ITEM</div> <div>NOUN: INJURY POTENTIAL SECURITY CLASS: Unclassified</div> <div>Supplies/Services to perform the tasks set forth in the Contract C Scope of Work.</div> <div>(End of narrative B001)</div>									
0001AA	<div>SERVICES LINE ITEM</div> <div>NOUN: FIRST PROGRESS REPORT PRON: E132C104EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</div> <div>Supplies/Services in support of the First Progress & Status Report, in accordance with Data Item A001, Contract Data Requirements List (CDRL), Exhibit A.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance<table><tr><td>DLVR SCH</td><td>PERF COMPL</td></tr><tr><td><div>REL CD</div><div>001</div></td><td><div>QUANTITY</div><div>0</div></td></tr><tr><td></td><td><div>DATE</div><div>21-APR-2003</div></td></tr></table><div>\$20,238.15</div></div>	DLVR SCH	PERF COMPL	<div>REL CD</div> <div>001</div>	<div>QUANTITY</div> <div>0</div>		<div>DATE</div> <div>21-APR-2003</div>			\$20,238.15
DLVR SCH	PERF COMPL									
<div>REL CD</div> <div>001</div>	<div>QUANTITY</div> <div>0</div>									
	<div>DATE</div> <div>21-APR-2003</div>									
0001AB	<div>SERVICES LINE ITEM</div> <div>NOUN: SECOND PROGRESS REPORT PRON: E132C104EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</div> <div>Supplies/Services in support of the Second Progress & Status Report, in accordance with Data Item A001, Contract Data Requirements List (CDRL), Exhibit A.</div> <div>(End of narrative B001)</div>				\$20,238.15					

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L085 MOD/AMD	Page 4 of 23
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Name of Offeror or Contractor: ARCCA INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 23-JUN-2003 \$ 20,238.15				
0001AC	<u>SERVICES LINE ITEM</u> NOUN: SCIENTIFIC & TECH REPORT PRON: E132C104EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 Supplies/Services in support of the Scientific & Technical Report, in accordance with Contract Data Requirements List (CDRL), Data Item A002, Exhibit A. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 25-AUG-2003 \$ 20,238.17				\$ 20,238.17
0002	<u>DATA ITEM</u> SECURITY CLASS: Unclassified Technical Data as set forth in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A. (End of narrative B001) <u>Packaging and Marking</u>				

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Name of Offeror or Contractor: ARCCA INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A001	<p><u>DATA ITEM</u></p> <p>NOUN: PROGRESS & STATUS REPORT SECURITY CLASS: Unclassified</p> <p>Contractor's Progress & Status Report submitted in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A002	<p><u>DATA ITEM</u></p> <p>NOUN: SCIENTIFIC & TECH REPORT SECURITY CLASS: Unclassified</p> <p>Contractor's Scientific & Technical Report submitted in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A003	<p><u>DATA ITEM</u></p> <p>NOUN: MEETING MINUTES SECURITY CLASS: Unclassified</p> <p>Meeting Minutes as set forth in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
0003	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor: ARCCA INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN 0003 is an option which may be exercised unilaterally by the government in accordance with the terms and conditions of the Section H provision entitled "Exercise of Option", Provision C.4, and Provisions F-7 (entitled "Period of Performance - Option") and F-8 (entitled "Deliverables - Option").</p> <p>The government may exercise this option either in increments or at one time for a total amount not to exceed \$49,949.31.</p> <p>(End of narrative B001)</p>				

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Name of Offeror or Contractor: ARCCA INC.		

B-1 PAYMENT

Payment under the basic contract will be made in accordance with the Section G provision entitled "Payment - Basic Contract". Payment for any work performed under the option, if the option is exercised by the government in accordance with the Section G provision entitled "Payment - Option".

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: ARCCA INC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.239-4001 (TACOM)	YEAR 2000 (Y2K) COMPLIANCE	MAY/1999

(a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

(b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

(c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.

(End of clause)

C.1 SCOPE OF WORK

C.1.1 The contractor, acting as an independent contractor and not as an agent of the government, shall provide the necessary personnel, facilities, materials, and services to complete the action described in the contractor's proposal, Small Business Innovation Research (SBIR) Proposal Number A022-0206, Topic Number A02-219, Proposal Title "Injury Potential From Lateral Crash Loading of Shoulder Harnesses". This proposal is incorporated in this contract as Attachment 001, in Section J.

C.2 DELIVERABLES - BASIC CONTRACT

C.2.1 The contractor shall submit two Progress & Status Reports, in accordance with Data Item A001, Exhibit A, and Provision F.5.1. The first Progress & Status Report shall be due by 21 Apr 03 and the second Progress & Status Report shall be due by 23 Jun 03. These Progress & Status Reports shall provide a description of the progress made to date, including any issues, problems, accomplishments, and findings.

C.2.2 The contractor shall submit a draft Scientific & Technical Report, in accordance with Data Item A002, Exhibit A, and Provision F.5.2 by 23 Jul 03. The government will review this draft report and provide comments back to the contractor on it within fifteen (15) days. The contractor shall submit a final Scientific & Technical Report by 25 Aug 03, in accordance with Data Item A002, Exhibit A, and provision F.5.2. The Scientific & Technical Report will provide description of the contractor's overall performance on this contract and will include any significant issues, problems, accomplishments, findings, and recommendations.

C.2.3 The contractor shall submit Meeting Minutes to the government, in accordance with Data Item A003, Exhibit A. Provision C.3.2 and Provision F.5.3 by ten (10) days after the Start of Work Meeting.

C.3 START OF WORK MEETING

C.3.1 The contractor shall schedule a Start of Work Meeting, which will be held at TACOM within thirty (30) days after contract award. The contractor will provide a minimum of ten (10) days advance notification to the PCO (listed in Block 20A of the contract cover page), the Contract Specialist (listed in Block 5 of the contract cover page), the Contracting Officer's Technical Representative or COTR, (listed in the Section G "Communications" provision), and the Administrative Contracting Officer or ACO (listed in the Section G "Communications" provision). The contractor will use the Start of Work Meeting to describe to the government how he intends to perform this contract, including any planning, milestones, issues, and problems that relate to this performance.

C.3.2 The contractor shall submit Meeting Minutes within ten (10) days after the Start of Work Meeting, in accordance with Data Item A003, Exhibit A, Provision C.2.3, and Provision F.5.3.

C.4 PHASE I OPTION

C.4.1 A Phase I option may be exercised by the government in accordance with the Section H provision entitled "Exercise of Option". If this option is exercised the contractor shall perform Technical Objective 2.7 identified as "Test the Selected Lateral Restraint Shoulder Harness Systems on a Horizontal Accelerator", listed in the contractor's SBIR Proposal Number A022-0206, listed in Provision C.1.1 above.

C.4.2 The contractor will be paid the amount of \$49,949.31 for performance of the Phase I Option, if the option is completely exercised by the government, as listed in the Section B Schedule Page for Option CLIN 0003, and in accordance with the Section G

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Name of Offeror or Contractor: ARCCA INC.		

provision entitled "Payment - Option".

C.5 DELIVERABLES - OPTION

C.5.1 If the contracting officer exercises the option by contract modification, then the contractor shall submit a Progress & Status Report under the option, by 60 days after the beginning of the option performance period, in accordance with the Section H provision entitled "Exercise of Option" and Data Item A001, Exhibit A, and Provision F.8.1.

C.5.2 The contractor shall submit a draft Scientific & Technical Report under the option by 90 days after the beginning of the option performance period, in accordance with the Section H provision entitled "Exercise of Option" and data Item A002, Exhibit A. The government will have fifteen (15) days after receipt to review and provide comments back on the draft report. The contractor shall submit a final Scientific & Technical Report by 120 days after the beginning of the option performance period, in accordance with the Section H provision entitled "Exercise of Option" and Data Item A002, Exhibit A, and Provision F.8.2.

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor: ARCCA INC.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies and/or data to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
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The Government will accept the supplies and/or data deliverable under the contract at the destination(s) listed in the Schedule.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L085 MOD/AMD	Page 11 of 23
Name of Offeror or Contractor: ARCCA INC.		

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	DATA		

All data deliverables under this contract shall be delivered to the addressees and email addresses specified on the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

F-5 DELIVERABLES

F.5.1 The contractor shall submit two Progress & Status Reports in accordance with Provision C.2.1 and Data Item A001, Exhibit A. The first Progress Report shall be due by 21 Apr 03 and the second Progress Report shall be due by 23 Jun 03.

F.5.2 The contractor shall submit a draft Scientific & Technical Report by 23 Jul 03, in accordance with Provision C.2.2 and Data Item A002, Exhibit A. The government will have fifteen (15) days to review and provide comments regarding this draft report. The contractor shall submit the final Scientific & Technical Report by 25 Aug 03, in accordance with Provision C.2.2 and Data Item A002, Exhibit A.

F.5.3 The contractor shall submit Meeting Minutes for the Start of Work Meeting in accordance with Provision C.2.3 and Data Item A003, Exhibit A.

F-6 PERIOD OF PERFORMANCE - BASIC

All work required under the basic contract, including submission of the final Scientific & Technical Report, Data Item A002, Exhibit A (but not including any option which may be exercised under the Section H option provision), shall be completed by 25 Aug 03.

F-7 PERIOD OF PERFORMANCE - OPTION

F.7.1 The Contracting Officer may exercise the option for CLIN 0003 anytime within nine (9) months after contract award, in accordance with the Section H provision entitled "Exercise of Option".

F.7.2 The performance period for the option shall be four (4) months, in accordance with the terms and conditions of the Section H provision entitled "Exercise of Option".

F-8 DELIVERABLES - OPTION

F.8.1 The contractor shall submit a Progress & Status Report 60 days after the beginning of the option performance period, in accordance with Provision C.5.1, the Section H provision entitled "Exercise of Option", and Data Item A001, Exhibit A.

F.8.2 The contractor shall submit a draft Scientific & Technical Report 90 days after the beginning of the option performance period in accordance with Data Item A002, Exhibit A, if the option is exercised under the Section H provision entitled "Exercise of Option". The government will have fifteen (15) days to comment on this draft report. The contractor shall submit a final Scientific & Technical Report by 120 days after the beginning of the option performance period, in accordance with the Section H provision entitled "Exercise of Option" and Data Item A002, Exhibit A.

*** END OF NARRATIVE F 001 ***

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Name of Offeror or Contractor: ARCCA INC.		

SECTION G - CONTRACT ADMINISTRATION DATA

								JOB				
LINE	PRON/	OBLG						ORDER	ACCOUNTING		OBLIGATED	
ITEM	AMS_CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				NUMBER	STATION		AMOUNT	
0001AA	E132C104EH	AA	1	21	32040000036D7675P665502255Y	S20113		32C104	W56HZV	\$	20,238.15	
665502M4055												
0001AB	E132C104EH	AA	1	21	32040000036D7675P665502255Y	S20113		32C104	W56HZV	\$	20,238.15	
665502M4055												
0001AC	E132C104EH	AA	1	21	32040000036D7675P665502255Y	S20113		32C104	W56HZV	\$	20,238.17	
665502M4055												
										TOTAL	\$	60,714.47
SERVICE								ACCOUNTING		OBLIGATED		
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION				STATION		AMOUNT			
Army	AA		21	32040000036D7675P665502255Y S20113				W56HZV		\$	60,714.47	
										TOTAL	\$	60,714.47

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS (TACOM)	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: TACOM

Mr. Kooshiar Deylami

ATTN: AMSTA-TR-N, MS

Warren, MI 48397-5000

e-mail: deylamik@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. Stephen Ratko

DCMC Philadelphia

700 Robbins Avenue, Bldg. 4-A

Philadelphia, PA 19111-0427

e-mail: Stephen.Ratko@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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Name of Offeror or Contractor: ARCCA INC.		

[End of Clause]

G-3 52.227-4004 RELEASE OF INFORMATION APR/1991
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 9 of AR 360-5 dated 31 May 89, Release of Information by Manufacturers, Research Organizations, Educational Institutions and Other Commercial Entities Holding Army Contracts prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. A copy of AR 360-5 may be obtained from the Contracting Officer.

G-4 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-5 PAYMENT - BASIC CONTRACT

Payments made under this contract will be made in accordance with SubCLINs 0001AA, 0001AB, and 0001AC, established under the contract. Contingent upon the receipt and acceptance of the required report, by the COTR's approving a DD Form 250 for each of these 3 individual SubCLINs, payment is established as follows:

a. Payment for SubCLIN 0001AA is contingent upon the receipt and acceptance of the First Progress & Status Report by the government, with that report due to be submitted on, or by, 21 Apr 03.

b. Payment for SubCLIN 0001AB is contingent upon the receipt and acceptance of the Second Progress & Status Report by the government, with that report due to be submitted on, or by, 23 Jun 03.

c. Payment for SubCLIN 0001AC is contingent upon the receipt and acceptance of the final Scientific & Technical Report by the government, with that report due to be submitted on, or by, 25 Aug 03.

G-6 PAYMENT - OPTION

Payment for performance under the Option CLIN 0003, IF that option is exercised by the government, will be made in accordance with the terms and conditions of the Section H provision entitled "Exercise of Option" and in accordance with the terms and conditions of this Provision G-6 entitled "Payment - Option". One half (50%) of the total option amount exercised under CLIN 0003 and its SubCLINs will be paid upon receipt and acceptance by the government of the Progress & Status Report submitted by the contractor 60 days after the beginning of the option performance period, in accordance with the Section H provision entitled "Exercise of Option" and Data Item A001, Exhibit A. The remaining half (50%) of the total option amount exercised under CLIN 0003 and its SubCLINs will be paid upon receipt and acceptance by the government of the final Scientific & Technical Report submitted by the contractor at the completion of the option exercise period in accordance with the Section H provision entitled "Exercise of Option" and Data Item A002, Exhibit A.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-4	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-5	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-6	252.246-7001	WARRANTY OF DATA	DEC/1991
H-7	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to

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paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims

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Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

- (h) Final disposition of appeal or suit.
- (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-
 - (i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and
 - (ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.
- (2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-
 - (i) The Government shall continue to be bound by the restrictive marking; and
 - (ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.
- (i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.
 - (1) Is publicly available;
 - (2) Has been furnished to the United States without restriction; or
 - (3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.
- (j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."
- (k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.
- (l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-8 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990

The Contractor shall furnish the Contracting Officer the following:

- (a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.
- (b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.
- (c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue

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data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-9 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

Name of Offeror or Contractor: ARCCA INC.

H-10 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250
(TACOM)

MAR/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H-11 EXERCISE OF OPTION

The government reserves the right to unilaterally exercise the option for CLIN 0003 up to the total amount of \$49,949.31, listed in Section B. The Contracting Officer may unilaterally exercise this option, in whole or in part, by one or more contract modifications.

The total amount of the option exercised under CLIN 0003 shall not exceed \$49,949.31.

This option may be exercised at any point up to nine (9) months after contract award.

The performance period for this option will last for a period of four (4) months after the exercise of the option, unless the option is exercised on or before 25 Aug 03, in which case the option performance period will begin on 25 Aug 03.

If either the first increment or the total amount of the Phase I option is exercised on or before 25 Aug 03 the contractor shall submit a Progress & Status Report by 27 Oct 03, in accordance with Data Item A001, Exhibit A. The contractor shall submit a draft Scientific & Technical Report, which includes the work performed under the option, by 26 Nov 03. The government will review the draft Scientific & Technical Report within fifteen (15) days after receipt. The contractor shall submit the final Scientific & Technical Report by 30 Dec 03, if the option is exercised in whole or in part on or before 25 Aug 03, in accordance with Data Item A001, Exhibit A.

If the Phase I option is not exercised, in part or in whole, until after 25 Aug 03, (but within the 9 month option exercise period specified above) the contractor shall submit a Progress & Status Report 60 days after the date the option is exercised, in accordance with Data Item A001, Exhibit A. Further, the contractor shall submit a draft Scientific & Technical Report by ninety (90) days after the option is exercised. The government will have fifteen (15) days to complete their review of the draft Scientific & Technical Report and provide any comments back to the contractor. If the option isn't exercised in whole or in part until after 25 Aug 03 (but within 9 months aftr contract award) the contractor shall submit the final Scientific & Technical Report by 120 days after the exercise of the option, in accordance with Data Item A002, Exhibit A.

Half (50%) of the total option amount will be paid after receipt and acceptance by the government of the Progress & Status Report submitted by the contractor sixty (60) days after the beginning of the option performance period, in accordance with the Section G provision entitled "Payment - Option". The remaining half (50%) of the total option amount will be paid by the government after receipt and acceptance by the government of the final Scientific & Technical Report, in accordance with the Section G provision entitled "Payment - Option".

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-14	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-18	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-19	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-2	CLEAN AIR AND WATER	APR/1984
I-27	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-28	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-30	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.227-3	PATENT INDEMNITY	APR/1984
I-33	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-34	52.227-20	RIGHTS IN DATA - SBIR PROGRAM	MAR/1994
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-36	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-40	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-41	52.232-11	EXTRAS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-44	52.232-25	PROMPT PAYMENT	FEB/2002
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-46	52.233-1	DISPUTES	JUL/2002
I-47	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
I-50	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-51	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-53	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-57	252.215-7000	PRICING ADJUSTMENTS	DEC/1991

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I-58	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-59	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-60	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-61	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-62	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

- (b) Evaluation preference.
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

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I-63 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-64 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-65 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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Name of Offeror or Contractor: ARCCA INC.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-66 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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Name of Offeror or Contractor: ARCCA INC.			

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423	11-FEB-2003	003	
Attachment 001	ARCCA SBIR PROPOSAL # A022-0206		004	

A. CONTRACT LINE ITEM NO.: 0002
B. EXHIBIT: A
C. CATEGORY: N/A
D. SYSTEM/ITEM: N/A

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Progress & Status Reports
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.2.1
6. REQUIRING OFFICE: AMSTA-TR-R
7. DD 250 REQUIRED: Yes
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: No
10. FREQUENCY: See Block 16
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: 21 Apr 03
13. DATE OF SUBSEQUENT SUBMISSION: See Block 16

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Kooshair Deylami, AMSTA-TR-R, email: deylamik@tacom.army.mil			1
Buyer: Mr. Paul Veselenak, AMSTA-AQ-ABGD, email: veselenp@tacom.army.mil			1
	15.		2

16. REMARKS:

The contractor shall submit all Progress & Status Reports in electronic format (MS Word compatible) to the addressees listed in Block 14 above. Progress & Status Reports shall describe the work completed, to date with reference to performance of the contractor's SBIR Proposal Number A022-0206 entitled "Injury Potential from Lateral Crash Loading of Shoulder Harnesses", as referenced in the contractor's Section C Scope of Work. The contractor shall submit a total of two Progress & Status Reports under the basic contract. The contractor shall submit the first Progress & Status Report by 21 Apr 03 and the second Progress & Status Report by 23 Jun 03. If an option is exercised in accordance with the Section H provision entitled "Exercise of Option", in whole or in part, on or before 25 Aug 03, the contractor shall submit a Progress & Status Report for work performed under the option by 27 Oct 03. If the option is exercised after 25 Aug 03 the contractor shall submit a Progress & Status Report by sixty (60) days after the date the option has been exercised. All Progress & Status Reports submitted by the contractor under either the basic contract or the option shall be submitted in contractor format.

17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM: A002
2. TITLE OF DATA ITEM: Scientific & Technical Report
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.2.2
6. REQUIRING OFFICE: AMSTA-TR-R
7. DD 250 REQUIRED: Yes
8. APP CODE: N/A

9. DISTRIBUTION STATEMENT REQUIRED: No
10. FREQUENCY: One time
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: See Block 16
13. DATE OF SUBSEQUENT SUBMISSION: See Block 16

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Kooshiar Deylami, AMSTA-TR-R, TACOM, email: deylamik@tacom.army.mil		1	1
Buyer: Mr. Paul Veselenak, AMSTA-AQ-ABGD, TACOM, email: veselenp@tacom.army.mil			1
	15. TOTAL:	1	2

16. REMARKS:

The contractor shall submit the Scientific & Technical Report electronically (MS Word compatible) to the addressees listed in Block 14 above. The contractor shall submit a draft Scientific & Technical Report by 23 Jul 03, in accordance with Provision C.2.2. The government will have fifteen (15) days to review and comment on the draft report. The contractor shall submit the final Scientific & Technical Report by 25 Aug 03. The Scientific & Technical Report shall describe all the work that has been completed under the contract including any significant issues, questions, problems, findings, and accomplishments, with specific reference to the tasks set forth in the contractor's Section C Scope of Work. If the Phase I option is exercised by the government the contractor shall submit a draft and a final Scientific & Technical Reports in accordance with the terms and conditions of the Section H provision entitled "Exercise of Option". Contractor format is acceptable for the draft and final Scientific & Technical Reports submitted under either the basic contract or the option.

17 PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM: A003
2. TITLE OF DATA ITEM: MEETING MINUTES
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.2.3 & C.3
6. REQUIRING OFFICE: AMSTA-TR-R
7. DD 250 REQUIRED: No
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: No
10. FREQUENCY: One time
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: See Block 16
13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Kooshiar Deylami, AMSTA-TR-R, TACOM, email: deylamik@tacom.army.mil			1
Buyer: Mr. Paul Veselenak, AMSTA-AQ-ABGD, TACOM, email: veselenp@tacom.army.mil			1
	15. TOTAL:		2

16. The contractor shall submit Meeting Minutes electronically (MS Word compatible) within ten (10) days after the Start of Work Meeting, in accordance with Provisions C.2.3 and C.3. These minutes will summarize the significant items, milestones, problems, and solutions as well as listing the time, date, and location of the meeting, and including the names of the participants at the meeting. Contractor format is acceptable.

17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A